

AUCTION: ZÜRICH, 18 APRIL 2023

TRX-293 TRINITY



KOLLER
— IN ASSOCIATION WITH —
WUNDERKAMMER









TYRANNOSAURUS REX – KING OF THE DINOSAURS OUT OF THIS WORLD II

LOT 979

TRX-293 TRINITY

Complete Tyrannosaurus rex skeleton

Late Cretaceous period

11.6 × 3.9 × 2.65 metres

Three dig sites in the Hell Creek and Lance Creek

Formations in Montana and Wyoming

Provenance: US private collection

Estimate:

CHF 5 000 000 / 8 000 000

US \$ 5 400 000 / 8 600 000

AUCTION:

18 April 2023, 4 pm

Koller Auctions Zurich

Hardturmstrasse 102, 8031 Zurich, Switzerland

PREVIEW:

TRX-293 Trinity

29 March – 16 April 2023 (by reservation)

Tonhalle, Claridenstrasse 7, 8002 Zurich

Please book your time slot via our website:

www.kollerauctions.com



A giant rock from another planet – the skull of a long extinct marine predator – a suit that makes living in space possible – and most importantly, for the first time at auction in Europe and for only the third time worldwide: a complete skeleton of the most famous dinosaur that ever lived. Everything which is, quite literally, OUT OF THIS WORLD.

Presented here is a full skeleton of a Tyrannosaurus rex of exceptional quality, size and an astonishing 50.17% original bone material. TRX-293 TRINITY is the highlight of the second Out of This World auction.

ABOUT THE 'OUT OF THIS WORLD' DEPARTMENT

Cabinets of curiosities, also called 'Wunderkammer', were popular among the European royalty, aristocracy and scholars since the beginning of the Italian Renaissance. They contained a wide variety of fantastic objects and artefacts, with an emphasis on the rare, eclectic and esoteric. Through the vast selection of objects, these collections told a particular story about the world and its history.

An exciting department at Koller presents items from a modern cabinet of curiosities: meteorites, dinosaur fossils, geological wonders, as well as treasures from the history of space exploration and rare memorabilia from the film and music industries.

The head of the new department is art dealer and collector Christian D. Link, who started the Wunderkammer Gallery in Zurich twelve years ago. Fascinated by all sorts of strange and beautiful otherworldly objects since he was a small child, Link was also attracted to the world of dealing and collecting from a very young age. After an almost 20-year career as a successful close-up magician, he became a full-time art dealer eight years ago.

'COLLECTORS CUT A PATH THROUGH TIME,
PRESERVING HISTORY AND STORIES.
THAT'S WHAT REALLY FASCINATES ME'.

Christian D. Link



Christian D. Link, Out of this World,
Head of Department and of Wunderkammer Zurich





TRX-293 TRINITY

Mounted in a dynamic, scientifically accurate and modern pose, the 67-million-year-old TRX-293 TRINITY is among the finest known unearthed specimens of one of the largest terrestrial predators that ever roamed the earth.

With an astonishing length of 11.6 metres (38 feet) and a towering height of 4.37 metres (incl. base) – TRINITY is one of the most spectacular *T. rex* skeletons in the world.

It is a remarkably well restored original fossil (50.17% original bone material) that consists of composite bones from three exceptional *Tyrannosaurus* specimens that were unearthed between 2008 and 2013, all three of comparable size, quality and geological origin from the Hell Creek and Lance Creek formations in Montana and Wyoming. Both of these locations are notable for two of the most important *Tyrannosaurus* specimens ever discovered: 'Sue', auctioned for \$8.4 million in 1997, and 'Stan', whose world-record price of \$31.8 million in 2020 propelled dinosaur fossils into a stratospheric level normally reserved for the most coveted works of fine art.

According to the scientific publication 'Nature' (April 2021), only 32 adult *T. rex* specimens have ever been found. This number, minuscule when compared to the number of *T. rex* that likely existed during their two-million-year reign, highlights the extreme rarity of any *T. rex* specimen, but especially one of the quality and completeness of TRX-293. TRINITY ranks amongst the top known specimens in the world, almost all others of which are housed in institutions, making it a unique specimen available for purchase.

A SCIENTIFIC TRINITY

The first of TRINITY's specimens to be used to reconstitute the giant skeleton, 'Garfield County 2', was excavated in 2013 and makes up the majority of the superbly preserved axial skeleton and pelvic region. The second partial specimen, 'Garfield County 1', was discovered in 2012 and contributed material to complete the axial skeleton. The rare and remarkable skull of TRINITY comes from a third partial specimen discovered in the Lance Creek Formation of Weston County, Wyoming. That site, which was completed in 2013, also furnished a variety of postcranial elements, including vertebrae and portions of the hind legs.

These outstanding partial skeletons are merged together as TRX-293 TRINITY.

At 11.6 metres (38 feet) metres long, 3.9 metres in height, and with a skull length of 1.4 metres, it is one of the most spectacular *T. rex* skeletons in the world.

'THE QUALITY OF THE PREPARATION AND MOUNTING WORK IS WHAT REALLY COUNTS IN THE VALUE OF A DINOSAUR.'

Dr Hans Jakob 'Kirby' Siber,
palaeontologist and head of the Aathal
Dinosaur Museum, Switzerland

UNIQUE AND RARE SKULL

What adds to the rarity and uniqueness of TRINITY is the incredibly preserved skull, which comes from a single specimen.

'This is something very fragile and very rare', said scientific advisor and consultant Nils Knötschke, one of the world's leading professional fossil preparators. 'In general, dinosaur skulls are quite rare; they are among the most precious components. The skull bones of dinosaurs are often not fused together and they detach from each other easily. When dinosaurs died in the Jurassic or Cretaceous periods, they often lost their heads during deposition. In fact, most dinosaurs are found without their skulls. But here we have truly original *Tyrannosaurus* skull bones that all originate from the same specimen. To be honest, I was quite nervous when we mounted the skull here in Switzerland, since I was so much in awe of it'.

HISTORY

T. rex is the royal highness of all dinosaurs, and the most iconic dinosaur of them all. Completely enmeshed in contemporary culture and the scientific community, this carnivorous lizard roamed the earth for over 2 million years.

Between 65 and 67 million years ago, TRINITY and her contemporaries laid the terrifying foundation for becoming a scientist's dream and a pop cultural icon. The irresistible predator *Tyrannosaurus rex* is still the epitome of the 'deadly eating machine', and a symbol of strength and superiority, eliciting the fascination of young and old alike.

In spite of the fact that *T. rex* roamed the earth for two million years, all but an extremely limited number have turned to dust. In 1902, the first discovery of a *T. rex* skeleton was made by Barnum Brown of New York's American Museum of Natural History – an assistant curator whose passion for unearthing fossils earned him the nickname 'Mr Bones'.

Slightly more than a century later, between 2008 and 2013, the bones of the TRX-293 were found in the Hell Creek and Lance Creek formations in Montana and Wyoming. With 50.17% original bone material*, this fossil is not only of museum quality, but it also has one of the highest bone contents of all known specimens. In comparison, the *T. rex* 'Stan' mentioned earlier which sold for US \$31.8 million, had an estimated overall completeness of 65%.

Each of Trinity's 293 bones had to be painstakingly unearthed, prepared, cleaned and restored before the mounting could take place. For an entire dinosaur, this process often takes between seven and ten years – an enormous effort for a team of palaeontologists, preparators, conservators and other specialised professions in the fossil field.

* Fossils are by nature ancient, million-year-old remains of once-living organisms. To make them durable and displayable, they need to be repaired, stabilised and supplemented. A certain amount of additions and repairs are always necessary and part of palaeontological restoration. Due to different measuring methods, the information on the original bone material can differ slightly. The value of the fossil depends on both the degree of completeness and the quality of the restoration work.

ASSEMBLY, QUALITY AND MOUNTING

TRINITY is not only one of the most beautiful *T. rex* skeletons ever assembled, the preservation and preparation of the fossil bones is truly of excellent quality and the highest scientific standard. What also makes it exceptional is the partial preservation of very rare *Tyrannosaurus* bone elements such as the abdominal ribs (gastralia), the upper arm, parts of the shoulder girdle and some hand claws.

'I was impressed when I saw it, because it all seems to fit together so nicely', said Dr Siber of the Dinosaur Museum. 'It's one of the most impressive mounts I've seen. The quality of the restoration plus the quality of the mount sort of breathes life again into the specimen, which lived millions and millions of years ago. TRX-293 TRINITY would certainly be an astonishing attraction in any museum in the world'.

One should also note that the very modern and dynamic pose is unique among dinosaurs found in museums or private collections.

The fossil preparator Nils Knötschke, who was formerly the scientific director of the Dinosaur Museum and National Geotope in München, Germany's largest open-air dinosaur museum, is responsible for the construction of the exciting and anatomically correct mount exhibited in Zurich beginning on 29 March 2023 – the first time ever a *T. rex* roams Switzerland!

'After twenty-three years of working with original dinosaur fossils, assembling TRX-293 is one of the absolute highlights of my career; a once in lifetime opportunity', Knötschke said. 'On older mountings, a common mistake is that the hands are not inclined. *T. rex* had very short and inclined arms, literally as long as a human arm. I really like the massive and elegant mount of TRINITY. It's quite modern and very well made'.

What the buyer receives:

- Bone count and composite data of the entire TRX-293 mount
- The rights to reproduce bones which include original fossil materials
- Professional bone map of the entire mount
- Photos from the field and the dig site
- GPS coordinates of all three specimens
- Quarry map of one specimen

ABOUT DINOSAUR BONES

Fossils of dinosaurs and other forms of life have formed over tens of thousands, up to hundreds of millions of years, but only when the conditions are right – and this is what makes fossil findings so rare. For the process to take place, first the object must be covered by a sediment like mud or sand. This allows soft tissues to disintegrate, leaving behind bones and teeth. The mud or sand often becomes a hard sedimentary layer encasing the bones, which can often cause a distortion of their original shape. The bones' surroundings, especially minerals in the groundwater and sediment, also affect the fossil, as a gradual and partial replacement of the bones' original minerals takes place – which explains the large variety of colours and hues on the fossilized bones of animals from the same species.

World-renowned fossil preparator Yolanda Schicker-Siber of the Dinosaur Museum in Aathal, Switzerland, together with Nils Knötschke, is responsible for the mounting of the TRX-293 TRINITY for public display in Zurich on selected dates between 29 March and 17 April 2023. She explained the process of unearthing dinosaur bones, which takes several years.

'First you have to stabilise every bone – after 65 million years they need some treatment. This involves a lot of glue, as the bones are extracted from a large rock, which we call the matrix. You can imagine taking something broken out of a package – as soon as the rock around it is removed it falls apart, so you have to stabilize it immediately after removing a bit of the matrix. This process starts at the dig site and ends in the lab, where you finally dip each bone in an acrylic bath, which takes care of non-visible cracks. Looking at the restoration quality of TRX 293-TRINITY, I must say that it is exquisite.'

Nils Kötschke likens a high-quality dinosaur skeleton like TRINITY to the Mona Lisa: 'I am always attentive to the preparation methods and how the preparation is done. For these three specimens, the preparation was executed very well, so we have very nice bone surfaces. I always describe it as being like the imprint structure of a fingerprint. When you see all the fine bone structures still preserved, somebody did a very good job. And the specimen is very well preserved. So here we have all the fine bone details and all three specimens as well. What particularly surprised me is that we have not only the vertebrae, the body of the vertebrae, but also the fragile, delicate spines of the dorsal of the back vertebrae and the cervical neck vertebrae are present as well. The very fine skull bones from the inside of the skull are not commonly preserved because they are sometimes paper-thin, and these are preserved as well in TRINITY'.

ON THE DEBATE: SCIENCE VS. PRIVATE COLLECTORS

Dr Dennis Hansen, Project Leader,
Natural History Museum, University of Zurich

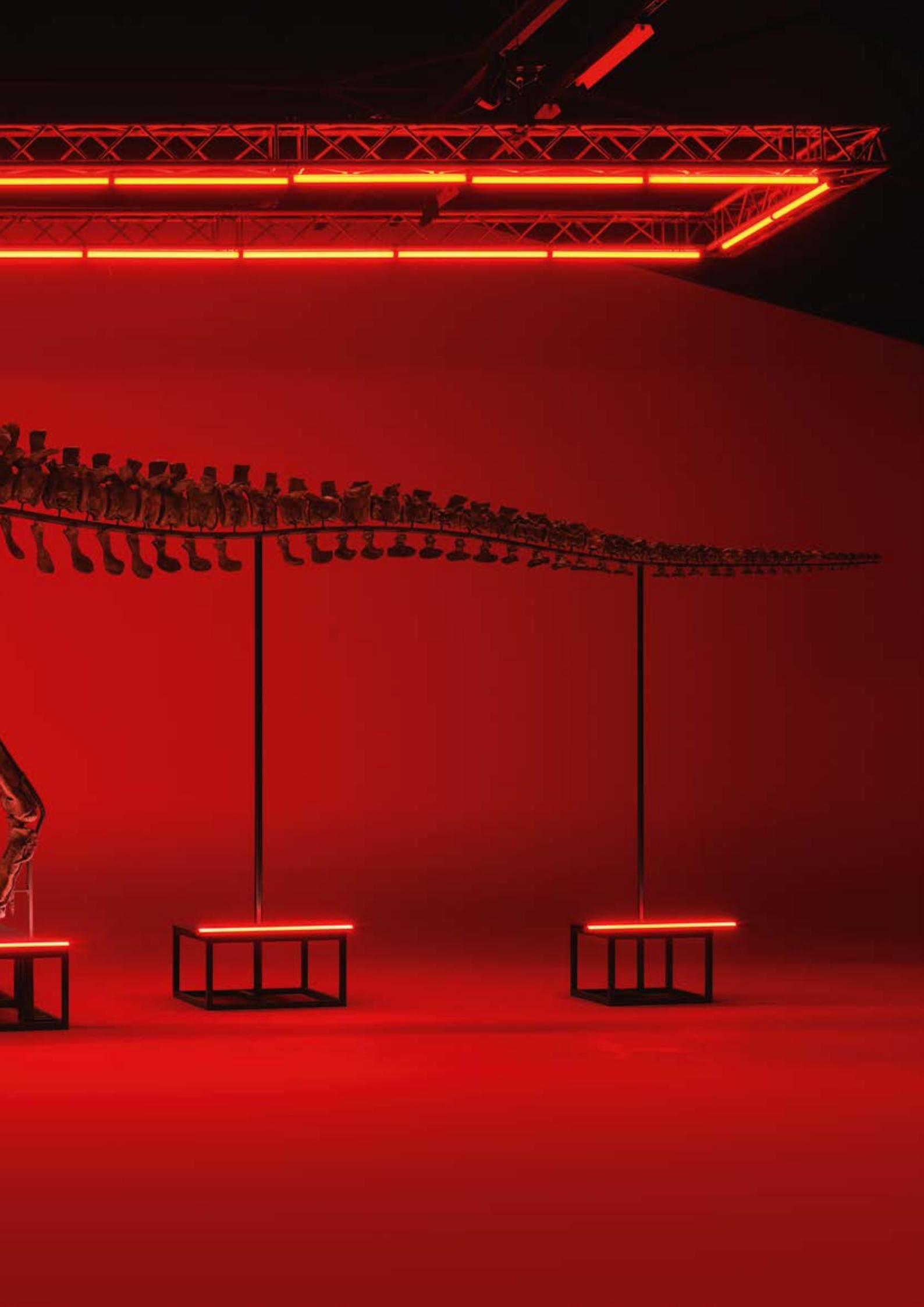
'For wealthy people who don't know how to dig for dinosaurs, but who are still really interested in dinosaurs and want to buy them, I see it the same way as art collecting.

'Art historians would also like every single important painting to be in the public realm. But experience has shown us that sooner or later that happens anyway. There are enough dinosaurs out there for everyone.

'Basically, there are just not enough people digging for them at the moment. And any dinosaur that is unearthed in the US, at least on private land, is fair game for sale. If it's bought by a private collector, sooner or later, experience shows time and time again that it ends up in a public museum anyway. Many of today's large public museums in major cities were started by private collectors, or their collections were built up around private collections. You need to have both private and museum collectors, because it's a little bit of a symbiosis, and simply seeing it as black and white is really not productive to my mind.

'And dinosaurs are not dug up from deep below the surface. When you find a dinosaur, it's because it's already eroding away. If no one comes along to dig it out within two or three generations, it will completely disappear anyway. So if we have to wait two or three generations for a private collector or their grandchildren to donate it to a museum, that's fine. I mean, the dinosaur is already 65, 66 million years old. What's a few human generations between friends?'

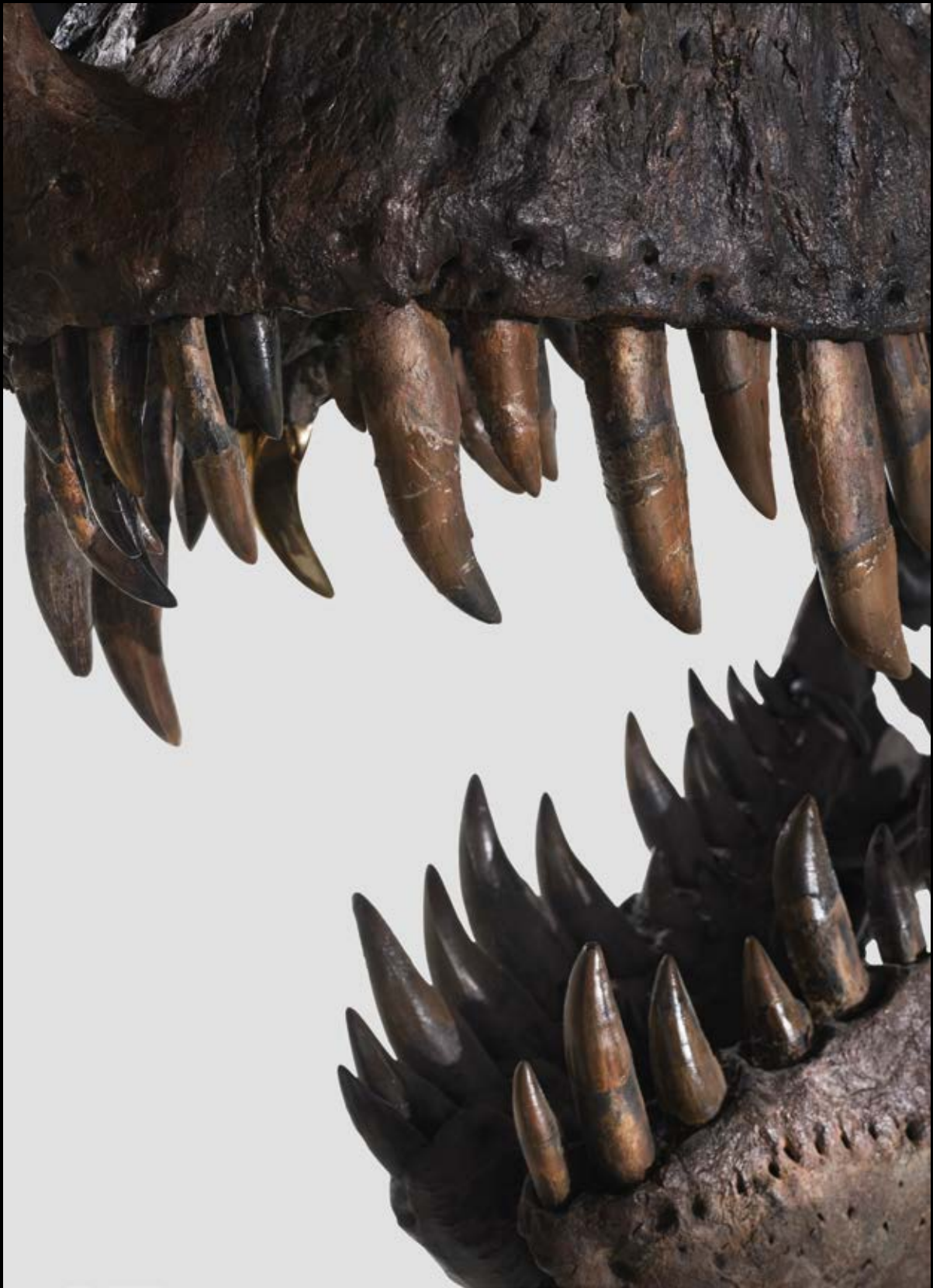








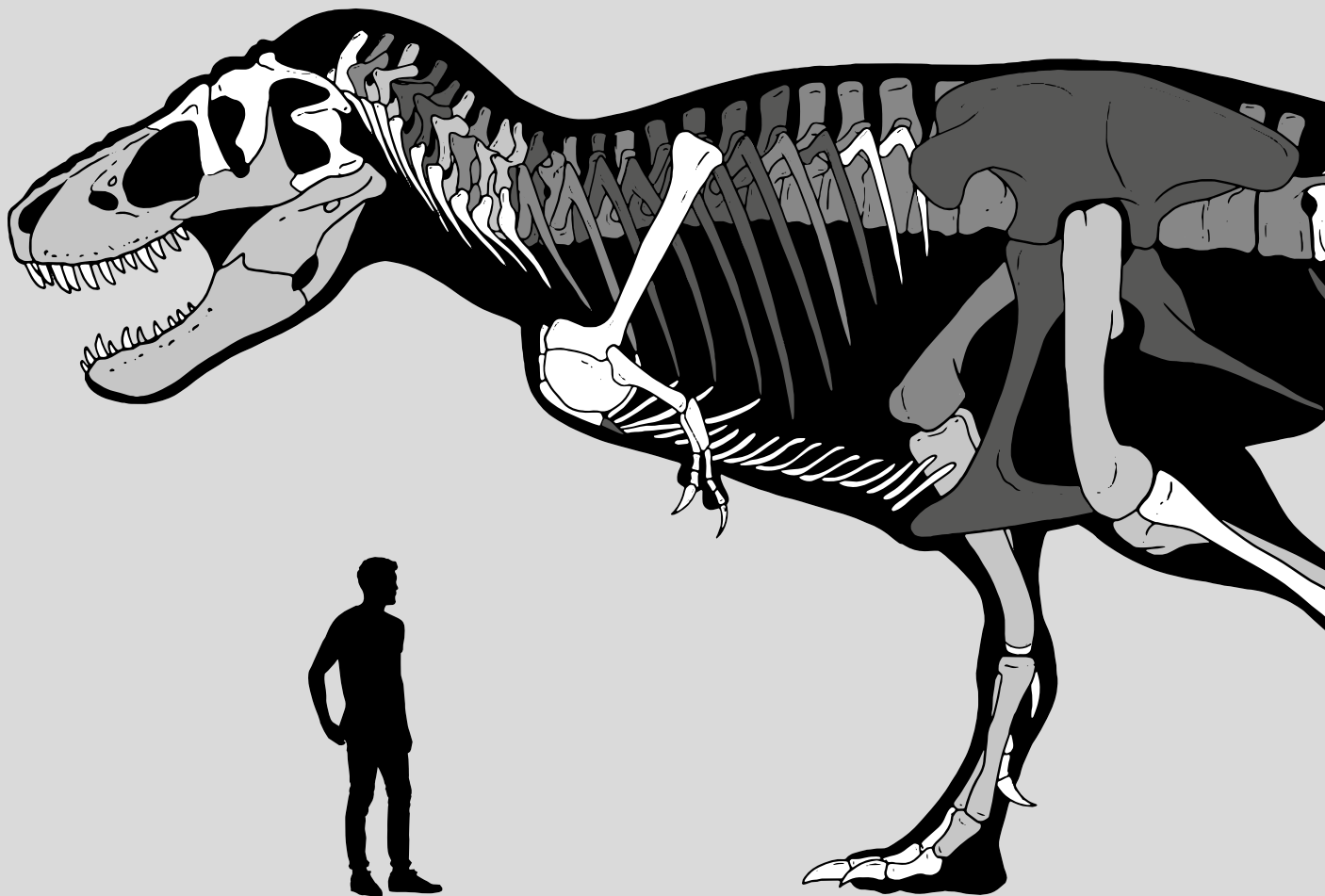








COMPOSITE MAP TRX-293 TRINITY



Follow this code to reach the landing page for TRX-293 Trinity where you'll be able to watch a video interview with Dr Jakob Siber and other experts, discussing this fine specimen.

You'll also be able to download an augmented reality 3D Model of Trinity and put it in your living room!



SCIENTIFIC CLASSIFICATION:

Order: *Saurischia*
Family: *Tyrannosauridae*
Subfamily: *Tyrannosaurinae*
Genus: *Tyrannosaurus*
Species: *rex*

DIMENSIONS:

Length: 11.6 m (38 ft.)
Height (incl. base): 4.37 m (14.3 ft.)
Height (*T. rex*): 3.9 m (12.8 ft.)
Width: 2.65 m (8.7 ft.)
Skull: 1.4 × 1.2 m (4.5 × 3.9 ft.)

AGE:

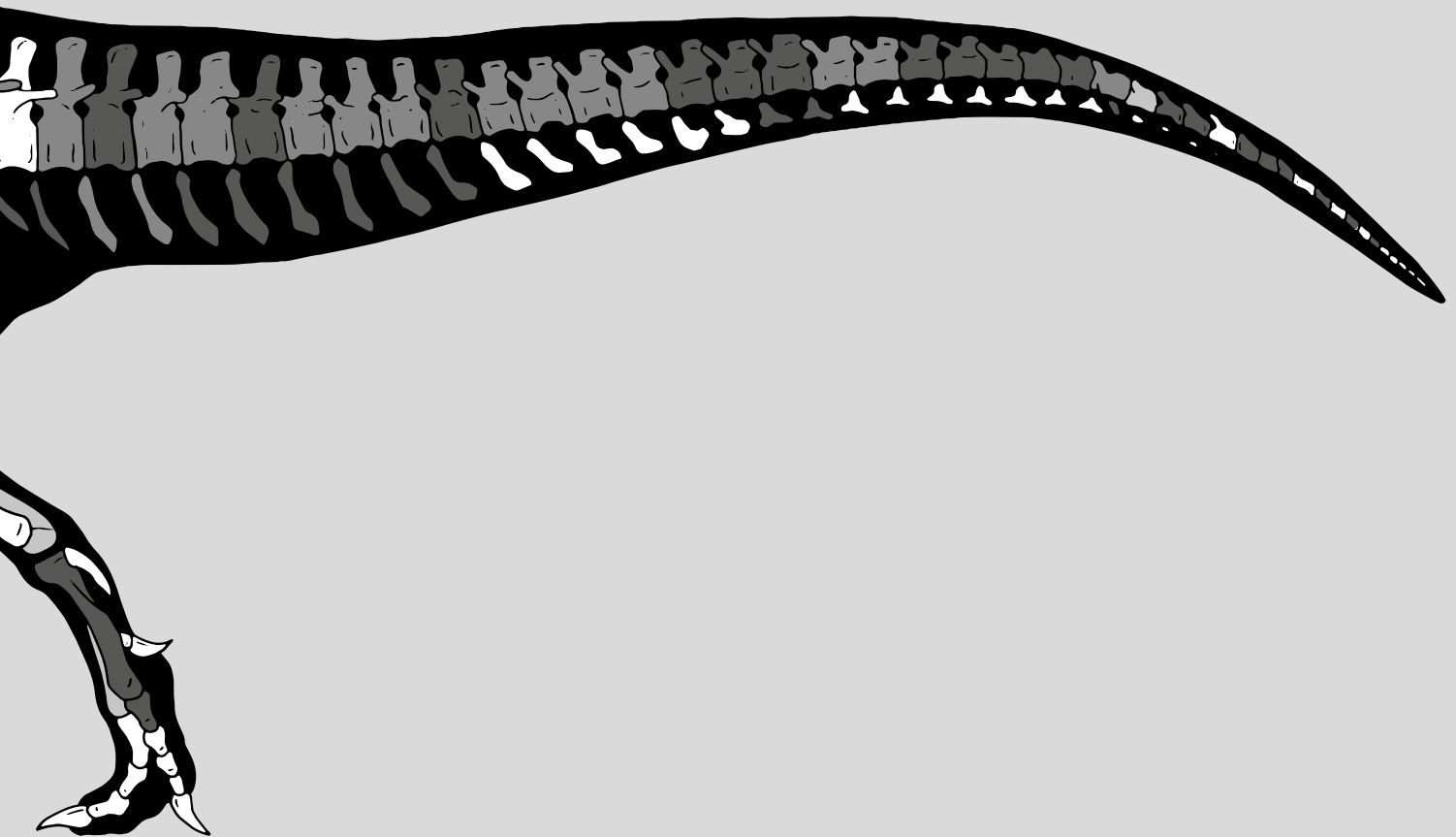
The material composited to complete TRX-293 dates to the Maastrichtian age of the Late Cretaceous period, roughly 65–67 million years ago. *T. rex* was among the last of the dinosaurs extant at the time of the extinction which abruptly ended the Cretaceous period.

PLACES OF DISCOVERY:

Three dig sites in the Hell Creek and Lance Creek Formations in Montana and Wyoming.

PROVENANCE:

US private collection



Fossil inventory and detailed composite data can be sent on request.

Grey sections indicate bones that include original fossil bone material and from which specimen the bone originates:

- Weston County, Wyoming (USA) / Lance Creek Formation
- Garfield County 1, Montana (USA) / Hell Creek Formation
- Garfield County 2, Montana (USA) / Hell Creek Formation

KOLLER

Koller Auctions Ltd
Hardturmstrasse 102
8031 Zurich, Switzerland
Tel +41 44 445 63 63
Fax +41 44 273 19 66
office@kollerauctions.com
www.kollerauctions.com

AUCTIONS

KOLLERZÜRICH

PREVIEW (all lots except the T. rex)
Hardturmstrasse 102
8005 Zurich, Switzerland

AUCTION
Hardturmstrasse 102
8005 Zurich, Switzerland

REPRESENTATIVES

MUNICH
Fiona Seidler
Vilshofener Strasse 8
81679 Munich
Tel. +49 89 22 80 27 66
Fax +49 89 22 80 27 67
Mobile +49 177 257 63 98
muenchen@kollerauctions.com

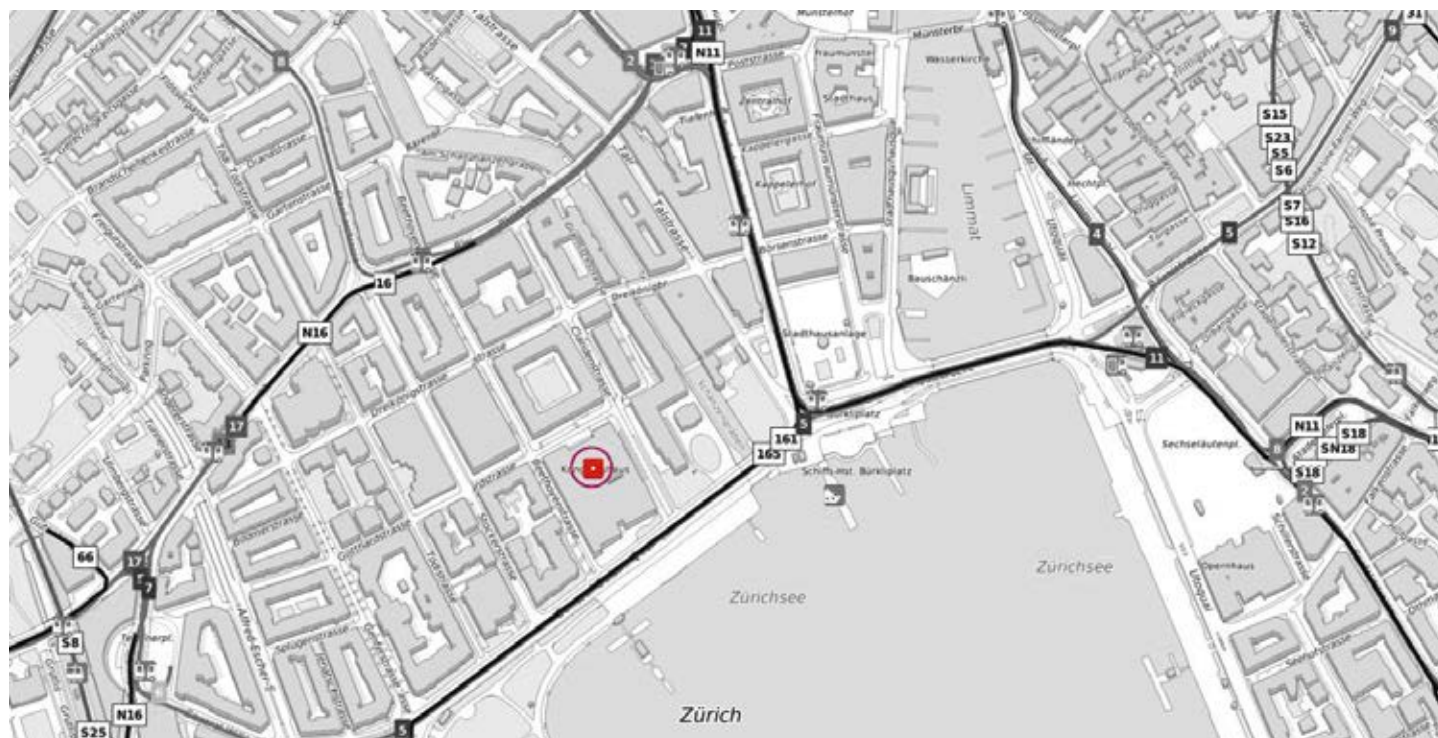
DÜSSELDORF
Ulrike Gruben
Citadellstrasse 4
40213 Düsseldorf
Tel. +49 211 30 14 36 38
Fax +49 211 30 14 36 39
Mobile +49 175 586 38 64
duesseldorf@kollerauctions.com

GENEVA
2, Rue de l'Athénée
1205 Geneva, Switzerland
Tel. +41 22 311 03 85
Fax +41 22 810 06 30
geneva@kollerauctions.com

ITALY
Lapo Bacarelli
Via dei Fossi 15
50123 Florence
Tel. +39 366 994 1836
italia@kollerauctions.com

BEIJING
Jing Li
Haidian Qu Chedaogou 10# 6/4-307
100089 Beijing
Tel. +86 135 2039 8057
beijing@kollerauctions.com

Preview TRX-293 Trinity: 29 March – 16 April 2023 (by reservation). Tonhalle, Claridenstrasse 7, 8002 Zurich.



OUT OF THIS WORLD II

AUCTION: 18 APRIL 2023

PREVIEW: OUT OF THIS WORLD (EXCEPT THE T. REX)

14–17 APRIL 2023, 10 AM–6 PM / 18 APRIL 2023, 10 AM–12 PM

HARDTURMSTRASSE 102, 8031 ZÜRICH, SWITZERLAND



LOT 942

'THE RED COLOSSUS'

Martian Meteorite

Official name: Swayyah 005

Dimensions: 16.6 × 11.5 × 9.3 cm

Weight: 2145 g

Tested and analysed by Dr Tony Irving (University of Washington)

One of the ten largest pieces of the planet Mars in private hands.

Estimate: CHF 150 000 / 200 000

For the full OUT OF THIS WORLD catalogue please visit:

www.kollerauctions.com

Catalogue online: mid-March 2023



AUCTION CONDITIONS

These conditions apply solely to items which are auctioned by Koller (according to the definition below) live in the saleroom.

By participating in the auction the bidder accepts the following Auction Conditions of Koller Auctions Ltd, Hardturmstrasse 102, 8005 Zurich, Switzerland ("Koller").

1. Legal status of the parties

The auction items are auctioned by Koller in the name of and on the account of the seller of the auctioned item ("Seller"). Koller acts on behalf of and for the account of the Seller as his agent as defined in article 32, section 1 of the Swiss Code of Obligations ("CO"). The hammer price is determined by the bidder recognised by Koller as having made the highest bid in Swiss Francs in the course of an auction ("Purchaser"), resulting in the conclusion of a purchase contract between the Seller and the Purchaser ("Purchase Contract"). Koller is thereby not a party to the Purchase Contract.

2. Surcharge

2.1 In addition to the bid price, the Purchaser must pay a surcharge on such bid price calculated as follows:

- i. on a successful bid of up to CHF 10 000: 25%
- ii. **NEW:** on a successful bid over CHF 10 000 up to CHF 400 000: 25% on the first CHF 10 000 and 22% on the difference between CHF 10 000 and the bid.
- iii. **NEW:** on a successful bid over CHF 400 000: 25% on the first CHF 10 000, 22% on CHF 390 000 and 15% on the difference between CHF 400 000 and the bid.

2.2 If the winning bid is placed over the internet in the course of a saleroom auction which is broadcast online ("Live Auction"), or leaves a pre-sale bid through an independent bidding platform which is linked with Koller, there will be an additional 3% added to the surcharge. Bidders are subject to Koller's terms and conditions as listed on the Live Auction website, which may differ in some respects from those listed here.

2.3 The Purchaser must pay Swiss value added tax ("VAT") on the surcharge. The stated percentage of the surcharge corresponds to the successful bid for each individual item.

2.4 The full tax is charged on all items marked * in the auction catalogue, i.e. VAT is charged on the sum of the bid price plus the surcharge for those items. The VAT will be refunded to Purchasers providing a validly stamped export declaration.

2.5 The Purchaser agrees that Koller also has the possibility to receive a commission from the Seller.

3. Guarantee

3.1 Koller shall rescind the purchase (subject to Sections 3.2 and 3.3 below) in the name of the Seller and shall reimburse the purchase price and the surcharge (incl. VAT) to the Purchaser if an item proves to be a forgery. A "forgery" shall be deemed to exist if the item, in the reasonable opinion of Koller, is an imitation created with the intention of causing a deception with respect to the authorship, age, period, culture or origin, if the correct description of such content is not reflected in the auction catalogue (taking account of any additions),

and if this circumstance significantly impairs the value of the item in comparison to an item corresponding to the catalogue description. An item shall not be deemed to have been forged if it is merely damaged and/or has been subjected to restoration work and/or modifications of any nature whatsoever.

3.2 A rescission in accordance with the above provision shall not take place at the discretion of Koller if:

- i. the description of the item in the auction catalogue was supported by the view of a specialist or by the prevailing view of specialists, or if the description in the auction catalogue suggested that differences of opinion exist in this respect;
- ii. the forgery was not identifiable as such at the time of the successful bid in accordance with the current state of research and with the generally acknowledged and usual methods, or only with disproportionate effort;
- iii. the forgery (based on Koller's conscientious assessment) was produced before 1880; or
- iv. the purchased item is a painting, watercolour, drawing or sculpture which according to the details set out in the auction catalogue was created prior to 1880.

3.3 The Purchaser may request rescission from Koller (as the agent of the Seller) from the day of the successful bid for a period of two (2) years (three (3) weeks for jewellery). It shall be granted exclusively to the Purchaser and may not be assigned to any third party. Assertion of the claim shall be conditional upon the Purchaser making a complaint to Koller by registered letter immediately after the discovery of the defect, and returning the purchased item to Koller in the same condition as it was handed over to him and unencumbered by third parties' claims. The Purchaser must provide proof that the item is a forgery. Koller may demand that the Purchaser obtains at his own expense expert opinions from two independent individuals who are recognised experts in the field. However, Koller shall not be bound by any such expert opinion, and reserves the right to obtain additional expert advice at its own expense.

3.4 Koller may at its complete discretion waive the assertion of grounds for exclusion pursuant to the above Section 3.2 or the fulfilment of preconditions pursuant to the above Section 3.3.

3.5 The claims of the Purchaser against Koller as the agent of the Seller under Section 3.1 are limited to the reimbursement of the purchase price and surcharge (incl. VAT) paid by the Purchaser. Further or other claims of the Purchaser are excluded under any legal title (including error according to art. 23 ff. CO) whatsoever.

4. Disclaimer

4.1 The items are auctioned in the condition existing at the time of the successful bid. The auctioned items are "used" objects and are therefore generally not in pristine condition.

4.2 Each item in the auction catalogue is listed with a description and an illustration. The information in the auction catalogue, as well as the condition reports issued by Koller, are intended to provide an overall impression and a non-binding assessment by Koller. The items

are described to the best of our knowledge and belief. However, Koller cannot accept any liability for the details provided in the catalogue. The items may be inspected during the preview. The Purchaser is therefore invited to inspect an item prior to the auction and, possibly with the assistance of an independent specialist advisor, to form his own opinion of the concordance between the item and the catalogue description. Concerning the descriptions of the items, the German-language print edition of the catalogue (including any later amendments) shall be exclusively applicable. Koller reserves the right to call upon experts or specialists of its choice to give an opinion and to rely on that opinion. Koller cannot be held liable for the correctness of such opinions. Neither any such expert opinions or reports, nor the descriptions of items provided by Koller, nor other statements pertaining to an item (including statements pertaining to the value thereof) constitute explicit or implicit warranties.

4.3 Subject to Article 3 above, no guarantee or warranty whatsoever is given in respect to legal and material defects. The liabilities of the Seller vis-à-vis the Purchaser are limited to the same extent as the liabilities of Koller vis-à-vis the Purchaser.

5. Participation in the auction

5.1 Any party may participate in an auction as a bidder. However, Koller reserves the right at its complete discretion to prevent any person entering its premises or attending or participating in its auctions.

5.2 Bidders who are not personally known to Koller must register at least 48 hours before the auction, using the form provided for this purpose. The registration form must be signed, with legal effect, and a copy of the bidder's passport must be enclosed, as well as current, valid credit card information. In the event of payment default by the Purchaser, Koller shall be entitled to charge the Purchaser's credit card in accordance with the details provided on the registration form for the entire amount of the invoice, plus the credit card processing fees.

5.3 Koller may demand in advance from any bidder a certificate of creditworthiness issued by a bank approved by Koller.

5.4 In the case of bids for items with upper estimated values of more than CHF 30 000, Koller may demand that the bidder first remits 20% of the lower estimated value as security. Following the auction, Koller will offset this sum against its claims and the claims of the Seller, and will reimburse any possible surpluses to the Purchaser/bidder without delay.

6. Auction

6.1 Koller may initiate the auctioning of an item below the minimum selling price agreed upon with the Seller. A bid placed at an auction is a binding offer. The bidder shall remain bound by his bid until this is either outbid or rejected by Koller. Double bids shall immediately be called once again; in case of uncertainty, the auction management shall decide.

6.2 Koller may refuse a bid without providing justification if a Purchaser fails to fulfil the conditions for participation in an auction

pursuant to the above Sections 5.2 to 5.4. Koller may also pass or withdraw auctioned items without a sale even if this is not apparent to the auction participants.

6.3 Koller reserves the right to combine, separate or omit numbered lots in the catalogue or to offer them out of sequence. Koller reserves the right to sell lots "conditionally" at its sole discretion, in which event the hammer price will be considered as conditional and the highest bidder will remain bound by his bid for 14 days following the auction. The highest bidder will be released from all obligations if he does not receive a statement from Koller within this period declaring the hammer price as final.

6.4 Written bids from potential Purchasers who cannot attend the auction in person are accepted up to 48 hours before the auction begins.

6.5 Potential Purchasers may bid by telephone if they have given written notice at least 48 hours before the auction starts. Koller does not accept telephone bids for lots estimated under CHF 500, and bidders are requested to leave a written bid or participate in the salesroom for such items.

6.6 Potential Purchasers who intend to place their bids in the course of a Live Auction may participate in the auction once their registration applications have been approved by Koller. Koller reserves the right to decline registration applications at its discretion.

6.7 Koller shall not be liable for any bids including advance notifications of telephone bidding which are not taken into consideration. Telephone bidders and persons giving written instructions are also subject to the provisions of Article 5 relating to proof of identity and financial soundness.

7. Transfer of title

Ownership of an auctioned item shall be transferred to the Purchaser as soon as the purchase price and the surcharge (incl. VAT) have been comprehensively paid in **Swiss francs** and Koller has attributed these payments to the corresponding item.

8. Collection of the auctioned items

8.1 The auctioned items must be collected at the Purchaser's own expense within 7 days from the end of the auction during official opening hours. The place of performance for the purchase contract between the Purchaser and the Seller is therefore the registered office of Koller. If time permits, the items may be handed over after each auction session. The handover shall take place following comprehensive payment of the purchase price as well as the surcharge (incl. VAT) and the attribution of this sum to the auctioned item by Koller.

8.2 During the aforementioned period, Koller shall be liable for loss, theft, damage or destruction of items which have been auctioned and paid for, although solely due to intentional or grossly negligent acts on the part of Koller, and only up to the total of the auction price, surcharge and VAT. Koller ceases to have liability after the aforementioned period, and the Purchaser shall be responsible for ensuring adequate insurance cover for the auctioned item. No liability can be assumed for frames and glass. If the auctioned

items are not collected within 7 days, Koller will store the works at a company of their choice at the purchaser's own risk and expense or on their own premises at a daily rate of CHF 10 per object.

8.3 Shipping orders may be given to Koller in writing. All shipping costs shall be borne by the Purchaser. Unless otherwise agreed in writing, transport insurance shall be contracted for the sold items at the expense of the Purchaser. Glass-covered pictures and fragile items shall not be sent by Koller.

9. Payment for the auctioned items

9.1 The invoice for a successful bid for an auctioned item is payable in **Swiss francs** within 7 days from the end of the auction. Payments by credit card are only possible with the approval of Koller's accounting department, and are subject to processing fees amounting to between 2 and 4% of the invoiced amount, payable by the purchaser and added to the invoice total.

9.2 Irrespective of the Purchaser's instructions, Koller may use any payments by the Purchaser as settlement for any debt owed by the Purchaser to Koller or the Seller and set off any debt which it owes to the Purchaser against its own claims. If the Purchaser defaults on a payment, default interest of 10% p.a. shall be charged on top of the invoiced sum. If Koller does not receive payment for purchases within seven (7) days following the auction, Koller reserves the right to charge the Purchaser's credit card for the full amount of the invoice, without further notification to the Purchaser. In such cases the credit card processing fees of 2-4% as described above are also applicable, and will be charged to the Purchaser's credit card.

9.3 If the Purchaser does not pay or does not pay promptly, Koller may moreover in its own name and in the Seller's name either (i) insist on the fulfilment of the purchase agreement or (ii) without further notice withdraw from the purchase agreement and waive the subsequent performance of the Purchaser or assert a claim for compensation for non-performance; in the latter case Koller shall also be entitled, irrespective of any minimum sales price, to sell the item either directly or in an auction, and may use the proceeds to reduce the debts of the Purchaser. Any amount realised above the original hammer price shall be paid out to the Seller. The Purchaser is liable to Koller and the Seller for all prejudice caused by non-payment or late payment.

9.4 Koller retains a right of retention and a lien on all the Purchaser's items in its custody until full payment of all monies owed. Koller may exercise such liens in accordance with the legislation on the enforcement of debts or by private sale (including in its own name). The plea of prior lien exploitation pursuant to Art. 41 of the Swiss Debt Collection and Bankruptcy Act is excluded.

10. Representation

Each Purchaser shall be personally liable for each bid he places, and for the purchase contract between the Purchaser and the Seller. Proof of the power of representation may be requested from persons bidding as agents for a third party or as an organ of a corporate body. The agent shall be jointly and severally liable with his principal for the fulfilment of all obligations.

11. Miscellaneous provisions

11.1 The auction shall be attended by an official from the city of Zurich. The attending official, the local authority and the state have no liability for the acts of Koller.

11.2 Koller reserves the right to transfer any or all rights and obligations from these Auction Conditions to a third party or to have these carried out by a third party. The bidder and/or Purchaser does not have the right to transfer any rights from these Auction Conditions to a third party.

11.3 Koller reserves the right to publish illustrations and photographs of sold items in its own publications and the media and to publicise its services therewith.

11.4 The aforementioned provisions form part of each individual purchase agreement concluded at the auction. Amendments are binding only with Koller's written agreement.

11.5 Should certain provisions of these Auction Conditions be or become partially or fully invalid and/or unenforceable, this does not affect the validity of the remaining provisions. The invalid and/or unenforceable provisions shall be replaced by those which most closely approximate the economic meaning and intended economic purpose of said provisions. The same shall be applicable to any possible gaps or loopholes in the provisions.

11.6 The present Auction Conditions and all amendments thereof are governed by Swiss law, under exclusion of possible references to Switzerland's Federal Code on Private International Law (CPIL), and under exclusion of the Vienna C.I.S.G. Convention (UN Convention).

11.7 The courts of the Canton of Zurich shall be exclusively responsible for settling disputes (including the assertion of offsetting and counterclaims) which arise out of or in conjunction with these Auction Conditions (including their validity, legal effect, interpretation or fulfilment). Koller may, however, initiate legal proceedings before any other competent court.

11.8 In the event of any discrepancy between the different language versions of these Auction Conditions, the German language version shall prevail.

Zurich, 1 July 2018

You can find the German auction conditions via the following link:











KOLLER

— IN ASSOCIATION WITH —
WUNDERKAMMER

